

Exhibit C

Correspondence

EXHIBIT 6C

LETTERS AND EMAILS TO PSC

EMPRESAS OMAJEDE, INC.

COPY

14 de octubre de 2016

Sr. Omar Negrón
Presidente
Comisión de Servicio Público
San Juan, Puerto Rico

Estimado señor Negrón:

Acompaño copia de la tercera página del contrato de arrendamiento número 2011-000009, que la Comisión de Servicio Público (CSP) y Empresas Omajede, Inc. (Omajede) otorgaron el 9 de marzo de 2011, alquilando el primer piso del Edificio La Electrónica para las oficinas centrales de la CSP.

En el párrafo SEGUNDO en dicha página tres (3) las partes estipularon lo siguiente:

“Este contrato entrará en vigor 30 días después de que el ARRENDATARIO advenga en posesión del inmueble y se extenderá por un período de 60 meses”.

[Se aneja también copia del “Documento de Aceptación y Toma de Posesión [sic] del Local de La Electrónica – Anejo 1 al Contrato 2011-000009” a través del cual la CSP tomó posesión del local el 1ro de agosto de 2011, entrando el contrato en vigor 30 días después – el 1ro de septiembre de 2011 – y extendiéndose el mismo por 60 meses o hasta el 31 de agosto de 2016]. Por consiguiente, el contrato de arrendamiento 2011-000009 venció y expiró el 31 de agosto de 2016 y entonces se convirtió en uno de mes a mes.

El 6 de noviembre de 2015, el administrador de la CSP, Sr. Rolando Meléndez, le escribió al suscribiente invitando a Omajede a participar en un proceso de propuestas de arrendamiento para las oficinas centrales de la CSP, la cual debía ser entregada a la CSP el 30 de diciembre de 2015 que “será la fecha límite que tendrán todas las compañías que interesen participar en dicho proceso” (dicha carta de 6 de noviembre de 2015 dice erróneamente que el contrato vigente vencerá el 30 de junio de 2016 – cuando por las razones antes expuestas sabemos que la fecha de vencimiento fue el 31 de agosto de 2016). Se aneja copia de la carta del señor Meléndez de 6 de noviembre de 2015.

El 29 de diciembre de 2015 Omajede sometió por escrito su propuesta de renovación de contrato de arrendamiento. Véase anejada copia de la propuesta de Omajede.

COPY

EMPRESAS OMAJEDE, INC.

Sr. Omar Negrón
14 de octubre de 2016
Página 2

Al día de hoy, transcurridos casi diez (10) meses de la propuesta de Omajede, la CSP no ha dicho si acepta la propuesta de Omajede de 29 de diciembre de 2015.

También en el párrafo SEGUNDO de la tercera página del contrato 2011-000009 que venció el 31 de agosto de 2016, se estipuló por la CSP y Omajede que:

“El ARRENDATARIO tendrá un término de ciento veinte (120) días para notificarle por escrito al ARRENDADOR su interés de permanecer en la propiedad por cinco (5) años adicionales o de desalojar la propiedad una vez terminado el contrato de arrendamiento. Si a su vencimiento ninguna de las partes ha expresado su intención de rescindir el contrato, se procederá con los trámites de otro nuevo contrato de arrendamiento, estableciéndose que la vigencia del contrato será mes por mes con un canon de arrendamiento de veinticinco (25) dólares por pie cuadrado hasta que se otorgue nuevo contrato o se proceda con la mudanza.”

El antes citado lenguaje manda dos (2) cosas:

- (1) **“Si a su vencimiento ninguna de las partes ha expresado su intención de rescindir el contrato, se procederá con los trámites de otro nuevo contrato de arrendamiento.”** Dado que al vencimiento del contrato, el 31 de agosto de 2016, ni la CSP, ni Omajede expresó su intención de rescindir el contrato, la CSP tiene la obligación contractual de aceptar la propuesta de Omajede de renovación de contrato (los mismos términos y condiciones del contrato 2011-000009), que Omajede, a invitación de la CSP, le envió a la CSP el 29 de diciembre de 2015.
- (2) **“estableciéndose que la vigencia del contrato será mes por mes con un canon de arrendamiento de veinticinco (25) dólares por pie cuadrado hasta que se otorgue nuevo contrato o se proceda con la mudanza”.** (nuestro énfasis)

Por tanto, de acuerdo a esta cláusula, comenzando el 1ro de septiembre de 2016, luego del vencimiento del contrato el 31 de agosto de 2016, el canon de arrendamiento de la CSP aumentó de \$17.25 dólares el pie cuadrado a \$25.00 dólares, o \$7.75 dólares el pie cuadrado adicionales. Al local de la CSP medir 32,000 pies cuadrados, este nuevo canon de renta de \$25.00 dólares representa un aumento en el canon mensual de \$20,666.66 a \$66,666.66 dólares. Adjunto encontrará copia de una factura de este aumento de \$20,666.66 de septiembre de 2016 y de otra factura de este aumento de \$20,666.66 de octubre de 2016 y de la factura de noviembre

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EMPRESAS OMAJEDE, INC.

Sr. Omar Negrón
14 de octubre de 2016
Página 3

de 2016 por \$66,666.66 – las cuales fueron entregadas a la mano en el área de finanzas de la CSP.

Aprovecho esta oportunidad para informarle que la CSP debe a Omajede la renta de agosto (\$46,000), de septiembre (\$46,000), más el aumento de renta de septiembre (\$20,666.66), de octubre (\$46,000), más el aumento de renta de octubre (\$20,666.66). Estas rentas están vencidas y son líquidas y exigibles y totalizan \$179,333.32 dólares.

El 13 de septiembre de 2016, enviamos un correo electrónico a la Sra. Zoé Zambrana, de la CSP, informándole que Empresas Omajede, Inc. no había recibido los pagos de renta de agosto y septiembre de 2016. Le copio este correo electrónico.

Según le comunicamos al Sr. Rolando Meléndez en nuestro correo electrónico de 3 de octubre de 2016, y a pesar de los trámites que la CSP pudo haber realizado en el Departamento de Hacienda con relación a los pagos de renta de los meses de agosto, septiembre y octubre de 2016; a esta fecha todavía no se ha recibido pago alguno. Tampoco hemos recibido de la CSP, según también se solicitó en el correo electrónico de 3 de octubre de 2016, el resultado de qué le informó Hacienda a la CSP sobre el status del pago de renta de agosto, septiembre y octubre de 2016. Vea copia adjunta de este correo electrónico.

Mucho le agradeceré que la CSP se ponga al día en sus pagos de renta. Le advertimos que la ley número 255, sección 1, del 15 de agosto de 1999 (33 LPRA § 1881), le permite a Omajede cancelar el servicio de luz de la CSP cuando ésta tenga un atraso de renta de tres meses.

Atentamente,



Antonio Betancourt
Presidente

AB/well

Anejos

cc: Rolando Meléndez



6 de noviembre de 2015

Sr. Antonio Betancourt
Presidente
Empresas OMAJEDE
Edificio La Electrónica
San Juan, Puerto Rico 00927

Estimado señor Betancourt:

Reciba un cordial saludo de parte de todos los que laboramos en la Comisión de Servicio Público.

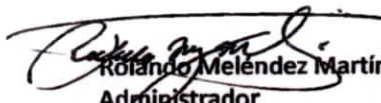
En junio 30 de 2016, vence el contrato de arrendamiento que tiene la CSP con las Empresas OMAJEDE. Por tal razón comenzaremos un proceso de evaluación de propuestas. Lo invitamos a participar de dicho proceso y entregarnos una propuestas de arrendamiento para nuestras oficinas centrales. El 30 de diciembre de 2015, será la fecha límite que tendrán todas las compañías que interesen participar de dicho proceso.

La propuesta debe incluir las siguientes condiciones:

- El local debe contar con 25,000 a 32,000 pies cuadrados.
- Aproximadamente 125 estacionamientos.
- Proveer un área de inspección de vehículos pesados.
- Servicios de fumigación y recogido de basura.
- El costo de la Autoridad de Acueductos y Alcantarillado.
- Distribución de oficinas según solicitemos (Reunión Posterior).
- Reparaciones Eléctricas y de Plomería.
- Reparaciones mayores a \$150.00 dólares.

De tener alguna duda o solicitud de información adicional se debe comunicar con nuestra Directora de Servicios Generales, Sra. Jessica Santiago Bermúdez al 787-756-1919 extensiones 2026 o 2311.

Cordialmente,


Rolando Meléndez Martínez
Administrador
Comisión de Servicio Público

COPY

Empresas Omajede Inc.

From: Empresas Omajede Inc. <eoinc@zellius.net>
Sent: Tuesday, December 29, 2015 12:02 PM
To: rmelendez@csp.pr.gov
Cc: Jessica Santiago (jsantiago@csp.pr.gov)
Subject: Proposal of renewal of lease of office space by the Public Service Commision at La electronica Building in San Juan, Puerto Rico
Attachments: DOC101.PDF

Buenas tardes señor Meléndez,

Adjunto encontrará la propuesta de Empresas Omajede, Inc. para la renovación del contrato de arrendamiento de la CSP en el Edificio La Electrónica. Estamos a sus órdenes para cualquier duda o pregunta que le surja al respecto.

Feliz Año 2016!

Wanda F. Floret

Empresas Omajede, Inc.
Oficina de Administración
Edificio La Electrónica
Calle Bori 1608, St 218
San Juan, PR 00927
Tel: 787-766-0872 / 787-753-8792
Fax: 787-765-2668
Email: eoinc@zellius.net

VIA EMAIL

COPY

EMPRESAS O MAJEDE, INC.

Mr. Rolando Meléndez Martínez
December 29, 2015
Page 2

The Space Offered for Lease Renewal

- 32,000 rentable square feet for office space located on the ground floor currently occupied by the Public Service Commission since August 1, 2011.

Rent Payment Commencement Date for New Lease

September 1, 2016

Term

Five (5) years, ending August 31, 2021.

Annual Rent per Rentable Square Foot

The annual rent includes repairs and maintenance of electrical and plumbing installations, and repairs in excess of \$150.00, 24/7 security (one guard), landscaping, administration, real estate taxes, insurance, management, water and sewer service, use of a container to dispose of garbage, pest control service and 125 parking spaces.

The annual rent does not include the costs associated with electricity consumption, office cleaning and additional security that tenant might require due to its business operation.

Ground Floor Area

<u>Year</u>	<u>Rate</u>	<u>Square Feet</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1	\$17.25	32,000	552,000.00	\$46,000.00
2	\$17.25	32,000	552,000.00	\$46,000.00
3	\$17.25	32,000	552,000.00	\$46,000.00
4	\$17.25	32,000	552,000.00	\$46,000.00
5	\$17.25	32,000	552,000.00	\$46,000.00

COPY

**EMPRESAS
O MAJEDE, INC.**

Mr. Rolando Meléndez Martínez
December 29, 2015
Page 3

Real Estate Taxes, Insurance and other Operating Expenses Escalation

In the event that the real estate taxes and/or insurance and/or other operating expenses with respect to the building and/or parking and land on which it is located during any lease year be greater than the amount of such expenses payable at the date of the term commencement, tenant shall pay to Landlord its proportionate share of such increase.

Parking

125 parking spaces are included in the annual rent. An area for the inspection of heavy vehicles shall be included as part of the 125 parking spaces.

Delivery and Condition of Premises

The premises are available in an as-is condition.

Very truly yours,



Antonio Betancourt
President

AB/well

COPY

Empresas Omajede Inc.

From: Empresas Omajede Inc. <eoinc@zellius.net>
Sent: Tuesday, September 13, 2016 8:59 AM
To: Cynthia Zoé Zambrana Crespo (CZZambrana@csp.pr.gov)
Subject: Recordatorio

Buenos días Zoé,

A pesar de que estamos seguros que la CSP hizo los trámites correspondientes en el Departamento de Hacienda para el pago de la renta de agosto 2016, el mismo no se ha recibido al día de hoy (como tampoco el de septiembre).

Gracias y que pase un excelente día.

Wanda E. Llovet
Empresas Omajede, Inc.
Oficina de Administración
Edificio La Electrónica
Calle Bori 1608, St 218
San Juan, PR 00927
Tel: 787-766-0872 / 787-753-8792
Fax: 787-765-2668
Email: eoinc@zellius.net

Empresas Omajede Inc.

From: Empresas Omajede Inc. <eoinc@zellius.net>
Sent: Monday, October 3, 2016 4:22 PM
To: rmelendez@csp.pr.gov
Cc: Cynthia Zoé Zambrana Crespo (CZZambrana@csp.pr.gov)
Subject: Recordatorio

Buenas tardes,

A pesar de que estamos seguros que la CSP hizo los trámites correspondientes en el Departamento de Hacienda para los pagos de la renta de agosto, septiembre y octubre 2016; al día de hoy ninguno se ha recibido. La CSP tiene así un atraso de tres meses vencidos, para un total de \$138,000.00. Mucho le agradeceré que indague en el Departamento de Hacienda el estatus de estos tres pagos de renta.

Gracias.

Wanda E. Llovet
Empresas Omajede, Inc.
Oficina de Administración
Edificio La Electrónica
Calle Bori 1608, St 218
San Juan, PR 00927
Tel: 787-766-0872 / 787-753-8792
Fax: 787-765-2668
Email: eoinc@zellius.net

Case:22-00076-LTS Doc#:6-8 Filed:11/11/22 Entered:11/11/22 17:30:11 Desc:
Exhibit 6C – Letters and Emails to PSC Page 1 of 11

EXHIBIT 6C

LETTERS AND EMAILS TO PSC



I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

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Exhibit 6C – Letters and Emails to PSC Page 2 of 11

EXHIBIT 6C

COPY

**EMPRESAS
OMAJEDE, INC.**

October 14, 2016

Mr. Omar Negrón
President
Public Service Commission
San Juan, Puerto Rico

Dear Mr. Negrón:

Attached is a copy of the third page of lease agreement number 2011-000009, executed by the Public Service Commission (CSP, acronym in Spanish) and Empresas Omajede, Inc. (Omajede) on March 9, 2011, renting the first floor of La Electrónica Building for the main offices of CSP.

In the SECOND paragraph of said page three (3) the parties stipulated as follows:

“The present agreement shall come into effect 30 days after LESSEE enters into possession of the immovable property and shall extend for a period of 60 months.”

[Attached is also a copy of the “Document regarding Acceptance and Entering into Possession of La Electrónica Premises - Appendix 1 to Agreement 2011-000009,” by which CSP entered into possession of the premises on August 1, 2011, with the agreement coming into effect 30 days after that – on September 1, 2011 – and extending for 60 months or until August 31, 2016]. Therefore, lease agreement 2011-000009 expired on August 31, 2016, and turned into a month-to-month agreement after that.

On November 6, 2015, the administrator of CSP, Mr. Rolando Meléndez, wrote the undersigned inviting Omajede to participate in a process for lease proposals for the main offices of CSP, which had to be delivered to CSP on December 30, 2015, which “shall be the deadline for all companies interested in participating in said process” (said letter of November 6, 2015 incorrectly states that the current agreement shall expire on June 30, 2016 – when based on the reasons stated above we know that the expiration date was August 31, 2016). A copy is attached of Mr. Meléndez’s letter dated November 6, 2015.

On December 29, 2015, Omajede submitted, in writing, its proposal for renewal of lease agreement. See attached copy of Omajede’s proposal.

La Electrónica Building•1608 Bori Street•Office 218•San Juan, PR 00927-6112•Tel. 787-766-0872 & 787-753-8792



I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

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Exhibit 6C – Letters and Emails to PSC Page 3 of 11

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**EMPRESAS
OMAJEDE, INC.**

Mr. Omar Negrón
October 14, 2016
Page 2

As of today, almost ten (10) months from Omajede's proposal, the CSP has not stated whether it accepts Omajede's proposal made on December 29, 2015.

Also in the SECOND paragraph of the third page of agreement 2011-000009, which expired on August 31, 2016, CSP and Omajede stipulated that:

"The LESSEE shall have a period of one hundred and twenty (120) days to notify the LESSOR, in writing, of its interest in remaining in the property for five (5) additional years or vacating the property once the lease agreement expires. If, at the time of its expiration, neither of the parties has expressed its intention to terminate the contract, the process shall be carried out for a new lease agreement, establishing that the effective period of the agreement shall be month to month with a rent payment of twenty-five (25) dollars per square foot until the new agreement is executed or the premises are vacated.

The above-cited language states two (2) things:

- (1) "If, at the time of its expiration, neither of the parties has expressed its intention to terminate the contract, the process shall be carried out for a new lease agreement." Since at the time of expiration of the agreement, on August 31, 2016, neither CSP nor Omajede expressed its intention to terminate the agreement, the CSP has the contractual obligation to accept Omajede's proposal for renewal of the agreement (the same terms and conditions of agreement 2011-000009), which Omajede, at CSP's invitation, sent CSP on December 29, 2015.
- (2) "establishing that the effective period of the agreement shall be month to month with a rent payment of twenty-five (25) dollars per square foot until the new agreement is executed or the premises are vacated." (emphasis added)

Therefore, in accordance with said clause, starting on September 1, 2016, after the expiration of the agreement on August 31, 2016, CSP's rent payment increased from \$17.25 dollars per square foot to \$25.00 dollars, or an additional \$7.75 dollars per square foot. Since the premises of CSP measure 32,000 square feet, this new rent payment of \$25.00 dollars represents an increase in the monthly payment from \$20,666.66 to \$66,666.66 dollars. Attached is a copy of an invoice for this increase of \$20,666.66 for September of 2016 and another invoice for this increase of \$20,666.66 for October of 2016 and of the invoice for November

pep

I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

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Exhibit 6C – Letters and Emails to PSC Page 4 of 11

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**EMPRESAS
OMAJEDE, INC.**

Mr. Omar Negrón
October 14, 2016
Page 3

of 2016 of \$66,666.66 – which were personally delivered in the finance area of CSP.

I take this opportunity to inform you that the CSP owes Omajede the rent for August (\$46,000), for September (\$46,000), plus the September rent increase (\$20,666.66), for October (\$46,000), plus the October rent increase (\$20,666.66). Said rent payments are due and payable and add up to \$179,333.32 dollars.

On September 13, 2016, we sent an email to Ms. Zoé Zambrana, of CSP, informing her that Empresas Omajede, Inc. had not received the rent payments for August and September of 2016. Attached is a copy of said email.

As we informed Mr. Rolando Meléndez in our email of October 3, 2016, and in spite of the steps which CSP could have carried out in the Department of the Treasury in relation to the rent payments for the months of August, September and October of 2016, as of the present date no payment has been received. Furthermore, we have yet to receive from the CSP, as also requested in the email sent on October 3, 2016, the result as to what the Treasury informed the CSP regarding the status of the rent payments for August, September and October of 2016. See attached copy of this email.

I would appreciate it if the CSP would become current in its rent payments. You are warned that law number 255, section 1, of August 15, 1999 (33 LPRA § 1881), allows Omajede to cut off CSP's electric power service upon failure to pay rent for three months.

Cordially,
[signature]
Antonio Betancourt
President

AB/well

Attachments

cc: Rolando Meléndez



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Exhibit 6C – Letters and Emails to PSC Page 5 of 11



November 6, 2015

Mr. Antonio Betancourt
President
Empresas OMAJEDE
La Electrónica Building
San Juan, Puerto Rico 00927

Dear Mr. Betancourt:

Greetings from all of the employees of the Public Service Commission.

The lease agreement between the CSP and Empresas OMAJEDE expires on June 30, 2016. Therefore, we shall begin the proposal evaluation process. We hereby invite you to participate in said process and deliver a lease proposal for our main offices. December 30, 2015 shall be the deadline for all companies interested in participating in said process.

The proposal must include the following conditions:

- The premises must measure between 25,000 and 32,000 square feet.
- Approximately 125 parking spots.
- Provide a heavy vehicle inspection area.
- Waste collection and extermination services.
- The cost of the Aqueduct and Sewer Authority.
- Office distribution as requested (Subsequent Meeting).
- Plumbing and Electrical Repairs.
- Repairs exceeding \$150.00 dollars.

Should you have any doubt or additional information request, please contact our Director of General Services, Ms. Jessica Santiago Bermúdez, at 787-756-1919, extensions 2026 or 2311.

Cordially,
[signature]
Rolando Meléndez Martínez
Administrator
Public Service Commission

COPY

A handwritten signature in blue ink, appearing to read "pep", is written over the typed name of the translator.

I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

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Empresas Omajede Inc.

From: Empresas Omajede Inc. <eoinc@zellius.net>
Sent: Tuesday, December 29, 2015 12:02 PM
To: rmelendez@csp.pr.gov
Cc: Jessica Santiago (jsantiago@csp.pr.gov)
Subject: Proposal of renewal of lease of office space by the Public Service Commission at La electronica Building in San Juan, Puerto Rico
Attachments: DOC101.PDF

Good afternoon Mr. Meléndez,

Attached please find the proposal from Empresas Omajede, Inc. for renewal of the CSP lease agreement in La Electrónica Building. Please contact us should you have any questions or doubts in relation to this matter.

Happy 2016!

Wanda E. Llovet

Empresas Omajede, Inc.
Administration Office
La Electrónica Building
1608 Bori Street, St 218
San Juan, PR 00927
Tel: 787-766-0872 / 787-753-8792
Fax: 787-765-2668
Email: eoinc@zellius.net



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[Translator's note: Page in English.]

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[Translator's note: Page in English.]

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Exhibit 6C – Letters and Emails to PSC Page 9 of 11

[Translator's note: Page in English.]



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Exhibit 6C – Letters and Emails to PSC Page 10 of 11

Empresas Omajede Inc.

From: Empresas Omajede Inc. <eoinc@zellius.net>
Sent: Tuesday, September 13, 2016 8:59 AM
To: Cynthia Zoé Zambrana Crespo (CZZambrana@csp.pr.gov)
Subject: Reminder

Good morning Zoé,

Even though we are sure that CSP carried out the applicable process in the Department of the Treasury for payment of the August 2016 rent, we have not received it as of today (and we haven't received the rent for September either).

Thank you and have a wonderful day.

Wanda E. Llovet
Empresas Omajede, Inc.
Administration Office
La Electrónica Building
1608 Bori Street, St 218
San Juan, PR 00927
Tel: 787-766-0872 / 787-753-8792
Fax: 787-765-2668
Email: eoinc@zellius.net



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Exhibit 6C – Letters and Emails to PSC Page 11 of 11

Empresas Omajede Inc.

From: Empresas Omajede Inc. <eoinc@zellius.net>
Sent: Monday, October 3, 2016 4:22 PM
To: rmeldendez@csp.pr.gov
Cc: Cynthia Zoé Zambrana Crespo (CZZambrana@csp.pr.gov)
Subject: Reminder

Good afternoon,

Even though we are sure that CSP carried out the applicable process in the Department of the Treasury for the August, September and October 2016 rent payments, we have not received any of them as of today. Therefore, CSP is in arrears for three months, which are due and payable, for a total of \$138,000.00. I would appreciate it if you would ask in the Department of the Treasury as to the status of said three rent payments.

Thank you.

Wanda E. Llovet
Empresas Omajede, Inc.
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I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.